

**INDEMNITY AND INSURANCE ADDENDUM**

THIS INDEMNITY AND INSURANCE ADDENDUM (this "Agreement") is an addendum to, and is agreed by the parties named below to form a part of, any purchase order, work order, invoice, or contract, whether written or oral (hereinafter referred to as "any contract" or the "contract"), for work to be done for or at the request of SIX FLAGS ENTERTAINMENT CORPORATION ("COMPANY") on behalf of Six Flags New England ("the Park") by the CONTRACTOR named below.

This Agreement shall apply to any contract entered into between SIX FLAGS ENTERTAINMENT CORPORATION, ("COMPANY") on behalf of Six Flags New England ("the Park") and ("CONTRACTOR") The term of this agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ (inclusive).

The terms and provisions of this Agreement shall control and supersede any conflicting or contrary terms or provision in any contract between COMPANY and CONTRACTOR.

1. **Indemnity**

CONTRACTOR shall indemnify and hold harmless SIX FLAGS ENTERTAINMENT CORPORATION (COMPANY) on behalf of Six Flags New England ("the Park") and its parent company and subsidiaries and their respective directors, officers, employees and agents, and each of their successors and assigns, from and against any and all claims, losses, liabilities, damages and expenses (including without limitation, reasonable attorneys fees and expenses, litigation costs, judgments and appellate bonds) (collectively, "Losses") arising out of or related in any manner to the ACTS OR OMISSIONS by CONTRACTOR and/or its employees and agents on the property of SIX FLAGS ENTERTAINMENT CORPORATION (COMPANY) on behalf of Six Flags New England's Park or going to and from the job site, or in performing CONTRACTOR'S obligations under any contract, including without limitation, any Losses asserted by CONTRACTOR, any employee or agent of CONTRACTOR or any other person or entity.

As used herein, the term "ACTS OR OMISSIONS" means negligence, gross negligence, strict liability, breach of contract and or warranty (express or implied), deceptive trade practices (whether knowing or not), willful misconduct, tortuous act, or any other misfeasance, non-feasance or breach of legal duty, whether statutory or common-law.

2. **Insurance**

CONTRACTOR shall maintain insurance policies of the types and in the limits that it deems sufficient for its protection; provided, however, that CONTRACTOR agrees to the following insurance requirements and warrants that the requirements will be satisfied throughout the term of this agreement.

- A. CONTRACTOR shall maintain, throughout the term of this agreement and any other contract with company, primary and excess insurance policies that provide coverage for commercial general liability, workers' compensation liability, employer's liability, automobile liability, contractual liability, and completed operations/product liability on terms and with limits reasonably acceptable to COMPANY.

The policy limits for the coverage listed above will not be less than the following (*exceptions require approval of Corp VP of Risk Management or the Corp SVP of Administration*)

COMMERCIAL GENERAL LIABILITY	<u>\$2,000,000/Aggregate \$4,000,000</u>
AUTOMOBILE LIABILITY	<u>\$ 1,000,000 per occurrence</u>
WORKER'S COMPENSATION	<u>\$ 1,000,000 per occurrence</u>
PROPERTY DAMAGE	<u>\$ 1,000,000 per occurrence</u>
CONTRACTUAL LIABILITY	<u>\$ 1,000,000</u>

- A. All such insurance policies required to be maintained hereunder shall be primary occurrence based and shall not require contribution from any coverage maintained by SIX FLAGS ENTERTAINMENT CORPORATION ("COMPANY") on behalf of Six Flags New England ("the Park") and shall not contain, without SIX FLAGS ENTERTAINMENT CORPORATION ("COMPANY") on behalf of Six Flags New England ("the Park") prior written consent, any special or non-customary exclusions.
- B. CONTRACTOR shall provide SIX FLAGS ENTERTAINMENT CORPORATION ("COMPANY") on behalf of Six Flags New England ("the Park") with a certificate of insurance naming SIX FLAGS ENTERTAINMENT CORPORATION AND Six Flags New England, its parent companies and subsidiaries, and the park as additional insured on the applicable insurance policies listed above, including any required renewals of such coverage, and provide that such coverage will not be cancelled or the subject of a material adverse amendment without at least (30) days prior written notice to SIX FLAGS ENTERTAINMENT CORPORATION ("COMPANY") on behalf of Six Flags New England ("the Park"). Upon any cancellation and/or material adverse amendment of any insurance policy required hereby, and prior to the effective date thereof, CONTRACTOR shall deliver replacement insurance to SIX FLAGS ENTERTAINMENT CORPORATION ("COMPANY") on behalf of Six Flags New England ("the Park").
- C. Failure to provide satisfactory proof of the insurance requirements and limits shall give SIX FLAGS ENTERTAINMENT CORPORATION ("COMPANY") on behalf of Six Flags New England ("the Park") the absolute right to cancel any contract between SIX FLAGS ENTERTAINMENT CORPORATION ("COMPANY") on behalf of Six Flags New England ("the Park") and CONTRACTOR.

3. **Independent Contractor**

Notwithstanding any provision in any contract to the contrary, SIX FLAGS ENTERTAINMENT CORPORATION ("COMPANY") on behalf of Six Flags New England ("the Park") will not have any right to control the details of CONTRACTOR'S work or to control the means, methods or manner of the performance of CONTRACTOR'S work under this Agreement; instead, such right to control shall remain at all times with CONTRACTOR. SIX FLAGS ENTERTAINMENT CORPORATION ("COMPANY") on behalf of Six Flags New England ("the Park") will only have the right to determine the results to be accomplished under the contract, together with the right to accept or reject the results of and the quality of CONTRACTOR'S work. In all respects, CONTRACTOR, along with its employees and agents, shall be the independent contractor of SIX FLAGS ENTERTAINMENT CORPORATION ("COMPANY") on behalf of Six Flags New England ("the Park").

4. **Liens**

CONTRACTOR shall indemnify and hold SIX FLAGS ENTERTAINMENT CORPORATION ("COMPANY") on behalf of Six Flags New England ("the Park") harmless from and against any lien or lien claim (and all Losses arising there from) filed against any real or personal property of SIX FLAGS ENTERTAINMENT CORPORATION ("COMPANY") on behalf of Six Flags New England ("the Park") or the Park arising out of the furnishing of any labor or material or both under any contract. At the time of, and as a condition precedent to, each payment to CONTRACTOR, CONTRACTOR shall deliver to SIX FLAGS ENTERTAINMENT CORPORATION ("COMPANY") on behalf of Six Flags New England ("the Park") a complete release, in a form satisfactory to SIX FLAGS ENTERTAINMENT CORPORATION ("COMPANY") on behalf of Six Flags New England ("the Park"), of all claims and liens arising out of the furnishing of any part of such labor or materials for which payment is being made, together with a release of all claims and liens executed by each subcontractor and material supplier that has provided any part of such labor or materials for which CONTRACTOR is to receive payment and who, by reason of having furnished any such labor or material, might have lien rights under applicable law.

5. **Safety**

In the performance of its duties hereunder and under any other contract with SIX FLAGS ENTERTAINMENT CORPORATION ("COMPANY") on behalf of Six Flags New England ("the Park"), CONTRACTOR shall comply, and cause its agents, employees and subcontractors to comply, with the safety and other terms and provisions set forth on Exhibit A attached hereto as if such terms and provisions were set forth herein in their entirety.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of  
\_\_\_\_\_, 2012:

PARK: SIX FLAGS NEW ENGLAND dba RIVERSIDE PARK ENTERPRISES

By: \_\_\_\_\_  
Name: Title:

COMPANY NAME: \_\_\_\_\_

By: \_\_\_\_\_

## **EXHIBIT A**

### **1. Safety Training**

Safety and safety training are the responsibility of CONTRACTOR for all operations including the operations of subcontractors. Full compliance with all federal (including, without limitation, OSHA), state and local laws and guidelines are required. This also includes providing personal protective equipment as the job dictates or requires.

### **2. Hazard Communication**

CONTRACTOR shall notify COMPANY of the use of any materials requiring compliance with the federal OSHA Hazard Communication Standard and provide Material Safety Data Sheets for those materials. CONTRACTOR shall notify its employees of the availability of such Material Safety Data Sheets. CONTRACTOR also shall ensure that all chemical containers are properly labeled with contents and the hazards related to the use of such chemicals.

### **3. Lockout/Tagout**

CONTRACTOR shall follow federal OSHA and COMPANY guidelines for the control of hazardous energy. This standard covers the servicing and maintenance of machines and equipment that can cause employee injuries if unexpectedly energized or started, or from which stored energy is released. If the work being performed requires the use of the Lockout/Tagout procedures, CONTRACTOR shall issue its employees locks and tags. COMPANY'S Lockout/Tagout policy and procedures are available upon request. CONTRACTOR is responsible for training its employees and agents and is required to provide COMPANY with documented proof of the training before beginning work.

### **4. Waste Disposal**

CONTRACTOR shall handle and dispose of hazardous substances in accordance with all applicable federal, state and local laws and guidelines. The disposal shall be done at the cost of CONTRACTOR and under no circumstances will CONTRACTOR attempt to dispose of hazardous substances on COMPANY or Park property. No materials of any kind may be disposed of on COMPANY or Park property without written permission from the General Manager of the Park.

### **5. COMPANY Equipment**

No one may authorize the use, loan or rent of COMPANY equipment or property without written authorization from the Park President of the Park.

### **6. Vehicular Protective Screening**

All employees and agents of CONTRACTOR who attempt to enter and/or exit the job site or park via vehicle are subject to search (including trunks or any other areas of the vehicle) by COMPANY'S security staff. The screening is conducted on an as-needed basis of any authorized vehicular traffic in an effort to protect COMPANY and Park property and personnel. The screening program is voluntary (each individual has the option not to participate in the screening), but any denial of a request for screening shall result in the disallowance of the subject vehicle into the job site or park.

**7. Safety/ Security**

COMPANY reserves the right to have 24-hour access to the job site or building in which CONTRACTOR is working for inspection purposes.

COMPANY reserves the right to inspect any and all equipment being used by CONTRACTOR or its agents and employees.

COMPANY assumes no responsibility for materials, tools or equipment of CONTRACTOR or its agents and employees.

**8. Emergency Procedures, Flammable Substances**

All accidents resulting in injury or property damage, fires, chemical spills and other incidents, shall be reported immediately to the Park Safety and Security Departments. If CONTRACTOR will be working with flammable substances or with welding equipment, CONTRACTOR shall provide proper fire extinguishing equipment. Further, CONTRACTOR shall notify the Park Safety, Security and Maintenance Departments as to when and where welding will take place (hot work permits shall be in place).

**9. Intoxicants Prohibited**

Consumption of alcohol or use of illegal drugs or substances on, or before entering, COMPANY or Park property is strictly prohibited. Possession of alcohol or illegal drugs or substances on COMPANY or Park property is strictly prohibited.

**9. Personal Conduct**

Scuffling, fighting, use of offensive language, possession of firearms or other weapons, and other conduct inconsistent with COMPANY policies for guests or other invites on COMPANY or Park property are prohibited.